

**EXHIBIT B**  
**(PARTICIPATION AGREEMENT)**

## PARTICIPATION AGREEMENT

PARTICIPATION AGREEMENT made this 25th day of August 2010 by and between Oak Rock Financial, LLC, 3900 Veterans Memorial Highway, Suite 351, Bohemia, New York 11716 ("Oak Rock") and Corey M. Saftler CGM IRA Custodian, c/o Morgan Stanley Smith Barney, Account Number 389-6160D, 101 Park Avenue, 24<sup>th</sup> Floor, New York, New York 10178 (the "Participant").

### WITNESSETH:

WHEREAS, Oak Rock has entered into a financing agreement (the "Loan Agreement") with M.K. Auto, Inc. (the "Seller"), 1950 El Camino Avenue, Sacramento, California 95815, and;

WHEREAS, Participant wishes to purchase a participating interest in Oak Rock's loan to Borrower:

NOW, THEREFORE, it is agreed as follows:

1. Oak Rock hereby grants, bargains, sells and assigns to Participant as of this date for \$150,000.00 a participating interest in the Loan Agreement for a term of one year. The participating interest shall bear interest at the rate of ten and one-half percent (10.50%) per annum. Interest shall be payable to Participant at the end of each calendar month
2. Oak Rock shall have and is hereby given, the sole authority for and on behalf of the parties hereto, to administer the Agreement in Oak Rock's name alone and the same shall be binding upon the parties hereto, provided however, that with respect to effecting collections, Oak Rock shall be deemed to be acting both for Oak Rock and with respect to Participant's interest in such transactions, for Participant as Participant's agent.
3. Oak Rock shall occupy the status of trustee for the participant's benefit with regard to Participant's participation in the monies due under the Agreement, and Oak Rock shall hold Participant's participating interest and the collateral securing the same as Participant's trustee. The above notwithstanding, however, Oak Rock is expressly given the consent of Participant in the conduct of these arrangements to intermingle Participant's contribution in this transaction with other funds of Oak Rock.
4. Oak Rock shall, upon reasonable request, supply Participant with copies of any papers and documents involved with periodical accountings showing the status of Participants participation account with Oak Rock and the collection status of the Contracts. Participant shall have the right to have access to Oak Rock's books and records pertaining to the said transactions at all times during ordinary business hours in the presence of an officer of Oak Rock.
5. Oak Rock shall use its best efforts to conduct all transactions in accordance with sound practice and within the terms of the underlying agreements. Both parties hereto expressly understand and agree that no representations or warranties have been made with respect to the validity or adequacy of any collateral and that each party hereto has no recourse whatsoever to the other party excepting only for breach of this agreement, breach of trust or malfeasance.

6. All compensation for the above transactions as and when actually received shall be divided between the parties hereto in proportion to their respective participating interests, except as follows: On the principal amount of Participant's participating interest, compensation is to be paid at a rate per annum of 10.50%. Any and all losses shall be borne by and divided between us in proportion to our respective participating interests.

7. The parties hereto agree to share in proportion to their respective participating interests, all unrecovered out-of-pocket attorney's fees, court costs, collection and liquidation expenses which are reasonably incurred for the protection of the parties hereto.

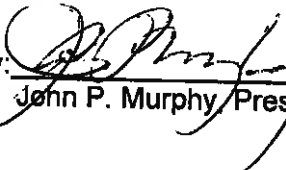
8. Nothing herein contained shall confer upon either of the parties any interest in, or subject them to any liability for the business, assets, profits, losses or obligations of the other, except only as to the transactions set forth herein.

9. This agreement cannot be changed orally.

10. This agreement shall bind and benefit Participant and Oak Rock and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals the day and the year first above written.

OAK ROCK FINANCIAL LLC

By:   
John P. Murphy, President

PARTICIPANT

By:   
Corey M. Saftler

As directed by and as IRA custodian for  
Corey Saftler

By: \_\_\_\_\_